

**SURREBUTTAL TESTIMONY OF CHRISTOPHER J. BOYER ON SECOND REHEARING ON
BEHALF OF AMERITECH ILLINOIS
DOCKET 00-0393**

OFFICIAL FILE

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Exhibit No. 1.1

Q. PLEASE STATE YOUR NAME.

A. Christopher J. Boyer.

**Q. DID YOU PREVIOUSLY SUBMIT DIRECT TESTIMONY ON SECOND REHEARING
IN THIS CASE?**

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?

A. I will respond to the rebuttal testimony of Torsten Clausen on behalf of Staff and of Melia Carter and Michael Zulevic on behalf of Covad.

Q. PLEASE SUMMARIZE YOUR SURREBUTTAL TESTIMONY.

A. The issue on this second rehearing is straightforward: In Section 9.5 of the tariff-type language adopted by the Commission in its Order on Rehearing, should the time period for deploying new line cards over any Project Pronto DSL architecture in Illinois be 30 calendar days after a CLEC request (assuming commercial availability) or determined by Ameritech Illinois' Special Request Process, which was established pursuant to the FCC's *Project Pronto Order* and is part of Ameritech Illinois' Broadband Services Agreement. I addressed that issue in my direct testimony by setting forth the basic time frames for the Special Request Process and describing the reasons for those time frames.

Covad has developed alternative proposals and Staff has indicated a possible framework for an alternative proposal. My surrebuttal testimony responds to those proposals. In general, there is

no need for the kind of multi-track approaches taken by Covad and Staff, as the Special Request Process is already flexible enough to accommodate all types of requests. In the event that the Commission decides to adopt a multi-track approach, however, I outline how such an approach should be structured and attach an alternative tariff language proposal. This alternative proposal allows different time frames for different categories of requests and also addresses some of the other concerns raised by Staff and Covad. For example, I propose specific timelines for the deployment of G.Lite and G.SHDSL functionality. After detailing this alternative proposal, I address issues raised by Covad and Staff that go beyond the scope of this rehearing.

AMERITECH ILLINOIS' ALTERNATIVE PROPOSAL

Q. WHY DO STAFF AND COVAD PROPOSE THE MULTI-TRACK APPROACHES?

A. Staff and Covad have criticized Ameritech Illinois for submitting a “one size fits all” proposal. That criticism is unwarranted. Ameritech Illinois proposed a generic proposal with standard timelines both because it is the same proposal contained in the Broadband Services agreement used in other states and because it allows for variety in the complexity of requests that Ameritech Illinois may receive. In other words, while the timelines we proposed are not “worst-case” timelines, they do allow for more complex requests to be processed within a standard framework. It is also important to remember that all of the proposed timeframes are maximums, which means that simpler requests could be processed in much less time. I would also note that both Covad and Staff originally proposed a “one size fits all” time frame of 30 calendar days during the first rehearing, so their criticism of a “one size fits all” process is disingenuous.

52 Furthermore, the Special Request Process as presented in my testimony was presented to the
53 CLECs in two collaborative sessions, one in October of 2000 and another in January of 2001, in
54 which Ameritech Illinois made modifications to the process based upon CLEC requests. At that
55 time, no CLEC raised the issue of a multiple-tiered process that is now being advocated by Covad
56 and Staff in this case. Finally, Ameritech Illinois would prefer to manage its Special Request
57 Process as one process for 13-states, in contrast to having multiple, state-specific processes. If
58 Covad had a desire to alter the Special Request timelines and/or to propose a multi-tiered
59 approach, Covad could and should have brought this proposal to Ameritech Illinois' attention in
60 the collaborative setting. Instead, Covad has simply chosen to litigate the matter.

61
62 **Q. STAFF WITNESS CLAUSEN INDICATED THAT HE WOULD LIKE MORE**
63 **INFORMATION ON THE AFU PROCESS TO DEVELOP AN ACTUAL PROPOSAL IN**
64 **THIS CASE. PLEASE DESCRIBE AMERITECH ILLINOIS' AFU PROCESS.**

65 **A.** The Approval for Use ("AFU") process (also referred to as the Footprint process) is used within
66 Ameritech Illinois to Approve for Use all new network infrastructure and existing network
67 infrastructure enhancements (including generic software releases) to be deployed in Ameritech
68 Illinois' network. This process is generally triggered by requests to deploy new technology in the
69 network to enable new product offerings and/or to provide enhancements to existing product
70 offerings. The end result of this process is that an AFU will be issued indicating that the
71 infrastructure and/or enhancement is acceptable (or in contrast not acceptable) for deployment in
72 Ameritech Illinois' network. The process itself involves five fundamental phases that I will
73 discuss below.

74
75 **PHASE 1: INITIAL SCREEN**
76

77 The initial screen involves three fundamental components: (1) to define the network element to
78 be deployed, (2) to assess the technical feasibility, high-level costs and any potential regulatory
79 implications (if required) and (3) to approve moving forward with the infrastructure network
80 element. For example, in the context of this case, the quad ADLU card, a G.Lite functionality
81 and/or a future commercially available G.SHDSL card would be elements discussed in the
82 context of the initial screen.

83
84 Some additional functions performed in this stage are the following: to develop a high level
85 architectural view (including possibly a prototype); to identify various alternative architectures
86 that may be utilized; and to prioritize the initiative in contrast to any other initiatives that are
87 currently planned or underway within Ameritech Illinois.

88
89 This prioritization function has led to the tiered introduction of Litespan Release 11.0. Ameritech
90 Illinois is currently reviewing many of the components of Litespan Release 11.0 in this process.
91 Due to the many complex issues contained in this latest release from Alcatel, Ameritech Illinois is
92 introducing the various components into the AFU process with a tiered approach. For example,
93 Ameritech Illinois is planning to first introduce the quad ADLU card¹. Subsequently, other

¹ As was indicated in my Direct Testimony in the First Rehearing in this case, Ameritech Illinois has always based its Project Pronto deployment assumptions on the Quad card - which only recently with Release 11.0 became commercially available with Litespan. Thus, this is the first and most important issue in Release 11.0 in that it serves to essentially double the ADSL capacity in a given RT site by offering 4 ports to serve end users in contrast to 2.

components of Litespan Release 11.0 that will be introduced to this process will include HDSL2², DS0 Specials³ and then potentially services such as G.Lite and G.SHDSL.

PHASE 2: ARCHITECTURAL & ECONOMIC ANALYSIS

The second step in this process is the architectural and economic analysis. The critical components in this phase are the IT Assessment and Economic analysis. The IT assessment involves determining any IT-related implications of the new service offering and providing a high level order of magnitude cost/time estimate for any IT-related modifications that may be driven by the offering of the desired service. The economic analysis involves the assessment of all costs associated with the initiative, securing the required funding to introduce the desired service, and developing a business case in support of the introduction of the desired service.

Some additional functions that are performed in this phase include the following: Development of a draft project plan and timeline for introduction; Assembling a core team from across Ameritech Illinois' network and product development organizations including representatives from Network Planning, Engineering, Field Testing, Engineering Support, Procurement, Technology Resources etc.; Drafting technical requirements (e.g. standards and vendor specifications) for the desired service; Drafting supplier requirements (e.g. an RFI/RFQ/RFP if one is needed) for the desired functionality; Conducting an architectural review to determine if the architecture will support the

²HDSL2 provides the capability to offer 2-wire HDSL service on the POTS side of the Litespan system. HDSL is typically used to offer DS1s to end user locations. The advantage of this release being prioritized is that Ameritech Illinois can provision DS1 service over the Litespan system and migrate some DS1 service off of copper repeatered spans (which are large interferers to copper-based DSL service) onto the hybrid copper/fiber-based Pronto architecture – and thus theoretically expand upon the number of copper pairs that may be xDSL capable.

³ DS0 Specials would include the capability to provision DS0 specials on the POTS side of the Litespan (such as ISDN or IDSL) which has not been currently approved for use.

desired service; and Development of preliminary functional process flows to determine the ease of provisioning for the desired service.

PHASE 3: DEVELOPMENT

The third phase in the process is the development phase. Most of the steps in this phase are concerned with establishing the ground work for the testing phase which I outline next. The critical steps in this phase are to finalize the project plan (e.g. final timelines) and allocate necessary resources for completion; finalize all technical requirements documentation; design and develop hardware and software (where necessary internal to Ameritech Illinois); develop lab test plans, prep the labs and test hardware and software; finalize supplier (e.g. vendor selection) and draft contracts; finalize process flows and develop serving plans; develop draft methods and procedures and engineering guidelines; develop training plans; and to prep a First Office Application ("FOA") site for testing purposes and to develop integrated test plans.

Phase 4: FOA & Integrated Testing

The objective of the fourth phase in the process, defined generally as the testing phase, is to ensure that there are no network, system or customer-impacting defects in deploying the new technology, service feature or function. The critical steps in this phase involve the following: End to End Testing (verification and validation of the service); First Office Application and integrated testing (FOA being the first central office in which the service is provided and thus consists of real-world field testing as compared to testing in a lab environment); development of an operational readiness review (reviewing with internal operations groups their readiness to

provision the desired service/feature and/or function); finalize vendor contracts; issuing the Approval for Use should all testing pass; and developing a detailed serving plan outlining regions, central offices, remote terminal sites for initial deployment of the new service/feature/function.

This last step is a critical reason as to why Ameritech Illinois has requested forecasts from the CLEC community. In order to develop a serving plan consistent with the serving plans Ameritech Illinois develops in introducing its own product offerings, such information is necessary to clear the fourth step in this process.

PHASE 5: DEPLOYMENT

The final phase of the process is the deployment phase. The critical functions performed here are the issuance of a serving plan in preparation for deployment (the serving plan would include specific locations for deployment); and then to execute deployment on a limited or full-scale basis, conduct second office applications where necessary, etc.

Q. WOULD IT BE POSSIBLE TO STREAMLINE THIS PROCESS GIVEN THAT IN SOME INSTANCES CLEC REQUESTS MAY NOT REQUIRE ALL OF THE DETAILED STEPS OUTLINED ABOVE?

A. There is a version of the Footprint/AFU process that is a streamlined version of the complete process that can be used for projects that do not require completion of certain deliverables or steps within phases of the process (although all five phases still must still be completed). Some examples of infrastructure elements that would be potential candidates for the streamlined process would be generic software release updates, where supplier documents already include testing

procedures⁴ and/or incidental plug-in enhancement, or situations in which a financial analysis has already been conducted or funding arranged for the respective service. In regards to the issues in this case it may be possible for Ameritech Illinois to use the streamlined version of this process on some enhancements requested by CLECs, depending^{on} the item requested. In fact, in the alternative process I have attached to my testimony I propose a separation between those services that would be forced to use the full process as compared to the streamlined version.

Q. HOW DOES THE AFU PROCESS RELATE TO THE SPECIAL REQUEST PROCESS?

A. As is indicated above, prior to introducing any new infrastructure and/or technology into its network, Ameritech Illinois will issue an Approval for Use. The process to obtain this Approval for Use (as outlined above) relates to the Special Request Process in that it is a necessary step prior to Ameritech Illinois deploying the new feature and/or function requested by the CLEC in conjunction with their Special Request. This is a standard procedure for Ameritech Illinois in introducing any new technology into its network, irrespective of Project Pronto. However, that is not to state that an Approval for Use would have to be issued in conjunction with every Special Request. The Approval for Use would only be necessary in such instance as a CLEC requesting a feature and/or function that has not previously been Approved for Use in Ameritech Illinois' network.

Q. DO YOU SEE ANY BENEFIT TO A FOUR-TRACKED APPROACH LIKE COVAD HAS SUBMITTED?

A. As noted above, I believe the originally proposed Special Request Process is reasonable, but I have developed a possible alternative for different categories of requests. Part of Covad's

⁴ This is different from Litespan release 11.0 in that Release 11.0 is not simply a software update but is an

186 proposal turns on the completion of the AFU process, so the issue there is the same as with Staff
187 – the concept could work, but the specific timelines are still important. Another of Covad's
188 categories, however, would require special request process for items that are not even
189 commercially available yet. The tariff-type language approved in the Order on Rehearing applies
190 only to commercially available items and commercial availability is determined by the vendor of
191 the equipment, not Ameritech Illinois, so this category seems improper.

192
193 In terms of Covad's other two categories – software change only and new line cards – I do not
194 think that it is necessary to separate the process along those lines. This is for two reasons. First,
195 regardless of whether the new feature and/or function is software driven and/or a new form of line
196 card, the standard Approval for Use process should still apply. For example, a new line card
197 and/or software release would both be introduced in the Approval for Use process. In some
198 instances, as mentioned above, it may be possible to use the streamlined version of the Approval
199 for Use process depending upon the nature of the request, which could be a new line card and/or
200 software release. Thus, in the alternative process I propose later in my testimony, I attempt to
201 account for the potential availability of the streamlined AFU process, that could be used in
202 conjunction with either of these scenarios. Therefore, I do not deem it necessary to draw the line
203 between new line cards and software releases but more appropriately between features and
204 functionalities that could be introduced in the streamlined process rather than the full AFU
205 process. Further, in relation to G.Lite, the alternative proposal attached as Attachment CJB-²
206 makes firm commitments that Ameritech Illinois would in fact use the streamlined version of the
207 AFU process for this particular offering. This fundamentally accomplishes the same goal as the

enhancement that contains several new features/functions for introduction into the network.

CLEC proposal by allowing for some differentiation in the AFU process between services dependent upon the complexity of the offering.

Q. HOW DO YOU VIEW THE VARIOUS TIMELINES PROPOSED BY COVAD?

A. I will address each of Covad's proposed process in the following:

Special Request – New Feature of Function

Covad describes this request as a situation where “a CLEC is requesting a unique feature or functionality that is not commercially available from the manufacturer.”⁵ First, this request is inappropriate in the context of the previous order in this case in that the Commission previously determined that commercial availability is a precursor to even submitting a special request. Ameritech Illinois also would view any feature and/or function that is non-standard from its vendors to be technically infeasible. Furthermore, if a CLEC desires Ameritech Illinois' vendors to develop a new line card not currently made available, than the CLEC can facilitate this request without Ameritech Illinois managing this process on behalf of the CLEC.

Special Request Software Upgrade Only

Ms. Carter describes this process as being related to a “request for a new feature and functionality that only requires a software upgrade, such as enabling the G.Lite feature that existing in Alcatel

⁵ Carter at 15

229 release 11.0.”⁶ Covad also implies that the release has already been Approved for Use by
230 Ameritech Illinois in approving Litespan Release 11.0.

231
232 First, Covad’s assumption is incorrect. Litespan release 11.0, while it does address the G.Lite
233 functionality, is such a large release that Ameritech Illinois is introducing Litespan Release 11.0
234 with a tiered approach, as I explained previously. Therefore, it is incorrect to state that there is
235 simply one AFU being issued for all of Litespan Release 11.0. In fact, Ms. Carter attaches to her
236 testimony in Exhibit MAC-2 a presentation that was given to the CLEC community in the latest
237 Project Pronto collaborative session which outlined Ameritech Illinois’ tiered approach to
238 introducing Litespan Release 11.0.

239
240 Further, Ms. Carter states “that in order to deploy this type of feature...Ameritech
241 Illinois/Ameritech would only have to download the software to the AMS (Alcatel EMS) system
242 housed in the control center.”⁷ Ms. Carter then proceeds to state that such an upgrade could be
243 completed within 30 calendar days of the receipt of the CLEC’s confirmation to proceed with the
244 deployment of the requested feature. First, G.Lite is not simply a software upgrade. G.Lite will
245 only function in conjunction with the quad ADLU card. Therefore, it is not simply a matter of
246 throwing a switch and offer G.Lite at a given RT site as Ms. Carter would have one believe.
247 Ameritech Illinois would have to either ensure that quad cards were in place with available
248 capacity (e.g. ports) to serve Covad’s prospective customers and/or if a quad card was not
249 available, Ameritech Illinois would have to trip to the individual RT site to install a quad card
250 upon request by Covad, assuming that a slot was available for card placement in the given RT
251 site. Therefore, given that no quad cards have been introduced into Ameritech-Illinois’ network

⁶ Carter at 16

252 as of this date, it would appear that there is little to no difference between a process for the
253 introduction of a new line card such as G.SHDSL, G.Lite and/or a software upgrade.

254
255 Further, it should be noted that while Covad has made an issue of G.Lite in this case, to my
256 knowledge, Covad does not even ~~offer~~^{market} a commercial G.Lite product offering⁸. Therefore, these
257 demands made by Covad in this case are simply disingenuous and designed to do nothing more
258 than drive additional costs into Ameritech Illinois. In fact, despite Ameritech Illinois' statements
259 in the Project Pronto Industry Collaborative that it would be willing to meet and discuss the
260 development of a G.Lite product offering with interested CLECs, not a single CLEC, including
261 Covad, has made any attempt to initiate discussion of the potential offering of a G.Lite product.
262 Thus, these demands from Covad are nothing more than an attempt by Covad to mislead this
263 commission into some understanding that the offering of G.Lite would make a difference in terms
264 of the available services to end users in Illinois, when the real intent of Covad is simply to litigate
265 and drive costs into Ameritech Illinois.

266
267 In terms of the specific time frames, Ms. Carter proposes that Ameritech Illinois should provide a
268 price quote on a per unit basis within 10 business days of the CLEC's request. This is simply not
269 possible. In order to determine the appropriate price on a per unit basis, Ameritech Illinois would
270 have to at a minimum develop some form of cost study to determine the appropriate rate. This
271 may or may not be a full cost study, but at a minimum would have to contain some basic
272 calculations as to the various network inputs, the cost of those inputs, and the determination of the
273 appropriate rate. Based upon the cost studies that have been filed with this Commission in the
274 past and the complexity that is generally involved, it should be self-evident that such a task

⁷ Carter at 16

cannot be completed in just 10 business days. This is the reason why Ameritech Illinois' proposal calls for 45 business days to complete this task.

Further, Ameritech Illinois does not agree with Covad that if a price has already been developed in conjunction with a previous request, that the interval for this quote should be less than the 10 business days proposed by Covad (or the 45 business days raised by Ameritech Illinois). This is because Ameritech Illinois must be allowed to recover its developmental costs in terms of labor, capital and expense involved in making the CLECs desired feature and/or function available. Because these developmental costs would be contained in any quote provided back to the CLEC, the time frame should remain consistent with Ameritech Illinois' proposal regardless of whether or not the price has already been developed. Therefore, Ameritech Illinois does not deem it feasible to develop an accurate assessment of the estimated costs to develop, procure and install a new product offering on behalf of a CLEC in 10 business days (lacking a developed price) or in one business day (with a developed price) as Covad proposes.

However, it should be noted that if a group of CLECs used the collaborative process to request a feature and/or function that Ameritech Illinois decides to make generally available (not specific to one CLEC), Ameritech Illinois would develop a cost study to determine the appropriate pricing for such an offering. Therefore, Ameritech Illinois could amend its tariff filing to contain these new products and associated rates and thus there would be no need for a CLEC to even issue a Special Request in that instance. Tariff language in this regard is contained in the alternative proposed tariff language I have attached to my surrebuttal testimony.

⁸ Based upon a review of Covad's Website Listing their Commercially Available Product Offerings.

298 Finally, Ms. Carter states that "Ameritech Illinois/Ameritech will have 30 calendar days to
299 perform the requested software upgrade."⁹ As a general matter, I do not deem this time period to
300 be sufficient to perform the necessary upgrades. As I stated above, the software release in
301 question (G.Lite) is contingent upon the quad card. Thus, at a minimum, Ameritech Illinois
302 would have to analyze each RT site contained in the CLECs forecast, determine which RT sites
303 had quad cards available for deployment, dedicate the resources to making the software
304 enhancement, schedule the release, perform the four software downloads required to augment
305 each Litespan system (which based upon discussions with Alcatel, given no problems, takes a
306 minimum of 3-4 hours *per RT site*) and then schedule to cut the system over to the new software
307 release during the maintenance window. I do not deem it practical to schedule, arrange and
308 perform this task in 30 calendar days or less. This would be especially true for a request that
309 contained a large number of RT sites.

310
311 Special Request – New Line Card
312

313 Ms. Carter describes this process as being related to "a request for a feature and functionality that
314 requires a new line card to be deployed in the remote terminal, which is already supported by the
315 Alcatel NGDLC software."¹⁰ Ms. Carter further states that this is under the assumption that the
316 software release has already completed Ameritech Illinois' AFU process and the CLEC wants the
317 feature to be made available in particular remote terminals.

318
319 In this case, Ms. Carter once again proposes a time period of 10 business days for Ameritech
320 Illinois to provide a CLEC a price quote in response to the request. For those reasons outlined

⁹ Carter at 17

321 above, I do not deem it practical to conduct a cost study, publish the results of such a study, and
322 estimate the potential development costs associated with a new offering in 10 business days.

323
324 Further, Ms. Carter states, as was indicated above, that once a CLEC confirmed their agreement
325 to move forward, Ameritech Illinois would have 30 calendar days to complete the necessary
326 software and hardware upgrades (e.g., card placement and software upgrades). As I stated above,
327 such a timeframe could not be met even for a software release. In this case, we have the added
328 complexity of having to procure line cards from the vendor, receive the new line cards, ensure
329 that for each RT site the current software load will provide the capability to offer such service,
330 actually install the line cards, etc. To expect all of these steps in addition to the software release
331 issues outlined above to be completed in 30 calendar days is simply impractical.

332
333 Finally, I will note that while Covad has requested a separate process be developed for new line
334 card requests and software upgrades, the timeframes proposed by Covad are the same in each
335 instance. Therefore, consistent with my testimony above, I do not think it is necessary to
336 differentiate between the two developments.

337
338 **Special Request – Approval for Use Process**

339
340 Finally, Ms. Carter proposes a process for those items that need to go through Ameritech Illinois'
341 Approval for Use process. In this case, Ms. Carter proposes a time frame of 40 business days to
342 complete the AFU and another 30 calendar days to deploy the service. As I have outlined above,
343 the 30 calendar-day proposal is simply not workable. Further, I have outlined above all of the

¹⁰ Carter at 17

steps that are a part of obtaining an AFU to deploy a new feature/function in Ameritech Illinois' network. Generally, the full AFU process will take on average 4-6 months, as should be self-evident from the complexity of the process involved. Therefore, Ameritech Illinois does not agree with any of these time frames.

Q. TAKING INTO ACCOUNT THE PROPOSALS OF STAFF AND COVAD, HAVE YOU DEVELOPED A MIDDLE-GROUND ALTERNATIVE PROPOSAL TO ADDRESS THEIR CONCERNS?

A. Yes. Attachment CJB-² contains alternative proposed tariff language. This proposal is similar to Staff's implied suggestion of a two-tiered process for pre- and post- AFU offerings. In the alternative process, the steps in the Special Request Process would be consistent with those filed in my Direct Testimony in this proceeding with some modification to the timelines.

First, in the alternative proposal, Ameritech Illinois would acknowledge the receipt of a CLEC's Special Request Application within five business days as compared to 10 business days in the original draft Special Request Process language.

Second, in terms of the time frame to develop the preliminary analysis (including the technical/economic feasibility assessment, price quote and projected developmental costs), the alternative process maintains the previous standard of 45 business days from initial receipt of the CLEC's request (Request Date + 45) for this function, as compared to periods outlined Covad's proposal ranging from 10 business days (for Software Only and New Line Card Requests) to 45 business days (for new features and functions not commercially available from SBC's vendors). A standard 45- business day period should generally provide Ameritech Illinois sufficient time to reply to a variety of requests.

369 Third, the time period for a CLEC to reply to Ameritech Illinois' preliminary analysis and quote
370 has been shortened to 10 business days from the originally proposed 30 business days. This is
371 consistent with the proposed timeframe contained in Ms. Carter's proposal.

372
373 Fourth, the time period for product delivery has been specified in the proposed contract/tariff
374 language, which was not done in the initial proposal. In the alternative process I have indicated
375 that the proposed services be made available within 30 business days of the CLEC confirmation
376 of agreement to move forward with the requested service (including the various cost recovery
377 terms outlined in the proposal). However, this 30 business day period would be contingent upon
378 whether or not an Approval for Use has been granted for the requested service.

379
380 In the case of a request for a service that had previously been approved for use, the alternative
381 process states that such service would be made available to the requesting CLEC at the locations
382 specified within 30 business days of the CLEC's confirmation, in contrast to the 30 calendar day
383 proposal in Ms. Carter's testimony . In this case, the complete time for the Special Request
384 Process, from request to delivery, would be 85 business days (RD+85). However, in the instance
385 in which Ameritech Illinois has not approved for use the requested feature and/or function, the
386 time frame would become the standard 30 business days plus the necessary time to complete the
387 AFU. In this case, I have listed in the alternative proposal two time frames to conduct the AFU,
388 one time frame for those features and/or functions that would require the full blown AFU process
389 as outlined above, and another time frame for those services that could use the streamlined AFU
390 process (possibly for a software release).

392 In the alternative proposal, I have allotted 75 business days for the completion of an AFU for
393 those services that must be introduced through the full process, and 45 business days for those
394 services that could be introduced using a streamlined process. These time frames are in addition
395 to the 30 business day interval above for the actual introduction of service after the AFU is
396 completed.

397
398 Therefore, the alternative proposal may be summarized as follows: (1) In the case of a new
399 feature or functionality requiring the full AFU process, the total time frame would be 45 business
400 days for the preliminary analysis, 10 business days for CLEC confirmation, 75 business days for
401 the completion of the full AFU and 30 additional business days for product introduction, or a total
402 of 160 business days from request to completion. (2) In the case of a new feature or functionality
403 that could be introduced via the streamlined AFU process this total time frame would be
404 approximately 130 business days (given the benefits of the streamlined AFU process). (3) For
405 those features or functionalities previously approved for use the timeframe would be
406 approximately 85 business days.

407
408 To compare this with Ms. Carter's proposal for new line cards and/or a software release, Ms.
409 Carter has allocated 10 business days for the preliminary quote, 10 business days for the CLEC
410 confirmation, 30 calendar days (which I have estimated at approximately 23 business days) for
411 the introduction of the new service for a total of 43 business days for previously approved for use
412 services (as compared to 85 business days in the proposal outlined above). Ms. Carter
413 subsequently provides Ameritech Illinois the option to conduct an approval for use allocating an
414 additional 40 business days for this purpose. This would lead to a total time frame of
415 approximately 83 business days for all AFU-based offerings under Ms. Carter's proposal (as

416 compared to 130 for the streamlined AFU process and 160 business days for the full AFU process
417 under Ameritech Illinois' alternative proposal).

418
419 **OTHER ISSUES**

420
421 **Q. COVAD'S WITNESSES COMMENT ON THE CURRENT AVAILABILITY OF NGDLC**
422 **LINE CARDS THAT PROVIDE G.LITE AND G.SHDSL CAPABILITY. DO YOU**
423 **AGREE WITH THEIR CLAIMS?**

424 **A.** Not entirely. The G.Lite offering is being made available in conjunction with Litespan release
425 11.0 and the quad ADLU card functionality. Covad's witnesses have claimed that once Litespan
426 Release 11.0 is generally available that there is a basic software upgrade to support G.Lite. While
427 it is correct that G.Lite is software enabled, it is also contingent upon the quad card being in
428 place. Therefore, Ameritech Illinois cannot offer the G.Lite functionality until the quad cards
429 have been approved for use (expected in the first quarter 2002) and deployed in the requested RT
430 sites.

431 Further, G.SHDSL is not commercially available at this time from Alcatel because the card itself
432 has not completed the OSMINE process at Telcordia Technologies¹¹. This process must be
433 completed by Alcatel before Ameritech Illinois deems the G.SHDSL card suitable for testing and
434 AFU. Furthermore, in working jointly with Alcatel on G.SHDSL, a defect has been identified
435 with the G.SHDSL card which may create an out-of-service situation. Therefore, Ameritech
436 Illinois is not willing to test the G.SHDSL card until such time as Alcatel corrects this defect. My

¹¹ OSMINE Services is the integration process which makes Telcordia OSSs and equipment providers Network Elements (NEs) compatible. The services provide NEs supported in various Telcordia OSSs which are operational in service provider's networks. OSMINE Services comprise a systematic process of analyzing, monitoring and modifying Telcordia software to support the interoperation of systems within a service provider's multi-vendor environment.

437 understanding from discussions with internal personnel within Ameritech Illinois is that there is
438 some possibility that this fix may not be made available from Alcatel until Litespan release 12.0,
439 which to my knowledge has not been scheduled for release from Alcatel at this time.

440
441 **Q. REGARDING AMERITECH ILLINOIS' PROPOSED TIME FRAMES IN THE**
442 **SPECIAL REQUEST PROCESS, MR. CLAUSEN STATES (AT 7, LL.141-43) THAT A**
443 **PERIOD OF 45 BUSINESS DAYS TO PROVIDE A CLEC WITH A PRICE QUOTE**
444 **"SEEMS EXCESSIVE." DO YOU AGREE?**

445 **A.** No. Mr. Clausen's background statement indicates that he has never worked for a
446 telecommunications carrier of any kind, so I assume he has never had to develop a price for a
447 brand-new product. By contrast, I have experience in product management positions with rolling
448 out new products and developing prices for them, and it is my experience that 45 business days is
449 in no way an unusual amount of time or an overstatement of the time that can be needed to
450 develop a price for a new product. Developing a price for a new product requires an ILEC to,
451 among other things, determine the network components that will make up the new product
452 offering, determine the costs of each of these components (which could involve depreciating
453 various assets), estimate the manual processes that may be involved in provisioning the service
454 (e.g. non-recurring related charges), determine the appropriate means to allocate these costs on a
455 per line basis etc. All of these steps involve a full blown cost study which simply cannot be
456 completed in a minimal time period of 10 business days as proposed by Covad and/or provide an
457 accurate cost quote to the requesting CLEC.

458
459 Further, as is noted in my alternative proposal attached to this testimony, Ameritech Illinois will
460 only deploy new features/functions where it can be assured that it will achieve adequate cost
461 recovery for the development of such offerings. For example, this time period not only must

account for a full cost study to determine appropriate pricing but also for the development of full estimated product development costs, including product development time lines, resource expense etc.

And as I noted above, all periods in the Special Request Process are maximums. There may be cases when a price can be developed in much less time, depending on the particulars of the specific request. But there is no guarantee that this will always be the case, and a standard period of 45 business days is in my opinion, an aggressive commitment.

Q. MR. CLAUSEN ALSO STATES (AT 6) THAT AMERITECH ILLINOIS' PROPOSAL CALLS FOR A PERIOD OF UP TO "75 BUSINESS DAYS AFTER RECEIPT OF A CLEC'S REQUEST" BEFORE THE PARTIES CAN BEGIN NEGOTIATING A PRODUCT DELIVERY DATE. IS THAT CORRECT?

A. It is technically correct, but also misleading. A period of 75 business days could elapse only if (1) Ameritech Illinois needed the entire 45 business days to complete its preliminary analysis and price quote, and (2) the CLEC then took the full 30 business days to provide written authorization to proceed. Thus, at least 40% of the time period is completely in the hands of the CLEC, and, as I noted above, Ameritech Illinois may well not need the full 45 business days to provide its response.

Q. PLEASE RESPOND TO THE COVAD WITNESSES' STATEMENTS REGARDING TO 10-DAY PERIOD TO ACKNOWLEDGE RECEIPT OF A CLEC REQUEST AND THE 30-DAY PERIOD A CLEC HAS TO AUTHORIZE AMERITECH ILLINOIS TO PROCEED WITH A REQUEST.

A. Covad's witnesses make much of the 10 business days that the Special Request Process allows Ameritech Illinois to acknowledge receipt of a CLEC's request. This is a red herring. Covad's witnesses conspicuously fail to mention that the 10-day acknowledgement period is part of, not a

precursor to, the 45 business-day period that Ameritech Illinois has to conduct its preliminary analysis and provide a price quote. Both periods start running on the date of receiving the CLEC request. The only significance of the acknowledgment of the request would be if the request were incomplete or defective, in which case the CLEC would have to remedy the defect and re-submit. Ameritech Illinois anticipates that it will acknowledge receipt of Special Requests far faster than 10 business days, as demonstrated by the attached alternative proposal.

Mr. Zulevic also asks whether, if a CLEC uses less than the allotted 30 business to authorize Ameritech Illinois to go forward with a Special Request, Ameritech Illinois will immediately begin the next phase of the process. The answer is yes, as is obvious from the language of the Special Request Process, which states that “[i]f CLEC requests to proceed, Ameritech Illinois shall inform the CLEC of the prospective delivery date as soon as available.”

Q. MR. ZULEVIC REFERS TO THE DISCUSSION AT PAGES 12 TO 16 OF YOUR DIRECT TESTIMONY ON SECOND REHEARING AND STATES THAT NONE OF THE ISSUE YOU REFER TO IS “LIKELY TO OCCUR IN THE REAL WORLD.” DO YOU AGREE?

A. Absolutely not. To begin with, Mr. Zulevic completely mischaracterizes my testimony. I did not state that deployment of new features or functions was “likely” to cause the problems I describe. I merely said that such problems could arise and that, with respect to any Special Request, Ameritech Illinois would need to examine whether such problems existed for that particular request. Moreover, Mr. Zulevic gives no explanation of why he thinks no problems ever occur in the introduction of new technology into the network in “the real world.”

Mr. Zulevic also contends that “in the Alcatel Litespan world, a single manufacturer rigidly controls all aspects of its NGDLC equipment,” meaning it is “straightforward” to add new

515 features and functions. That is simply not accurate. For example, any new line card deployed in
516 the Pronto DSL architecture would have to be able to work not only with all of the rest of the
517 NGDLC equipment, but also with the OCD in the central office. The OCDs Ameritech Illinois
518 uses are made by a different manufacturer than the NGDLCs, so there is obviously no "single
519 manufacturer rigidly control[ling]" the interaction of all the relevant pieces of equipment. And
520 even within the NGDLC equipment, it is quite common for there to be problems with the
521 introduction of a new line card or other item. For example, Ameritech Illinois has been working
522 out bugs in the ADLU quad card with Alcatel for the past two years, and even with the
523 availability of Alcatel software release 11.0 (which the quad card needs to function) we still
524 encounter new problems with that card.

525
526 But the ultimate point here is not whether new feature or functions will be "likely" to cause
527 problems in the network. The point is that they could cause such problems, and Ameritech
528 Illinois needs a reasonable amount of time, such as that allowed by its Special Request Process, to
529 examine whether such problems may exist. As a prudent company, we simply cannot assume
530 that all new features or functions offered up by a vendor will be trouble-free.

531
532 **Q. COVAD'S WITNESSES CRITICIZE THE USE OF NEGOTIATIONS TO DETERMINE**
533 **THE DEPLOYMENT DATE FOR A NEW PRODUCT OFFERING. WHY IS THE USE**
534 **OF NEGOTIATIONS APPROPRIATE?**

535 **A.** Negotiation allows parties to take account of particular business needs and priorities. For
536 example, a CLEC may have a much stronger preference to make a product available in certain
537 RTs than in others, in which case staggered availability dates at different RTs might be
538 appropriate. Or Ameritech Illinois might be dealing with multiple Special Requests from the
539 same CLEC, and negotiation could again the CLEC to prioritize based on actual business needs.

In addition, Covad's opposition to negotiation is contrary to the general approach Congress took to ILEC-CLEC relationships, which is that voluntary negotiations should always be the first step. Covad, by contrast, seeks to insert "one size fits all" regulation of mandatory deployment time frames, even though Special Requests are likely to involve novel technical issues and vary in their complexity from case to case. However, my alternative proposal accounts for the concerns of Staff and Covad by developing maximum time frames for the entire Special Request Process, including deployment.

Q. MS. CARTER ASSERTS THAT NEGOTIATIONS WITH AMERITECH ILLINOIS ARE FUTILE AND THAT AMERITECH ILLINOIS WILL ABUSE THE SPECIAL REQUEST PROCESS TO "CONTROL" THE MARKET FOR ADVANCED SERVICES. PLEASE RESPOND.

A. Ms. Carter's claims are inaccurate. In fact, recently the SBC incumbent LECs and Covad negotiated a 13-state amendment addressing a wide variety of subject matter areas including but not limited to the following: Performance Measures and Remedies; Stand-Alone xDSL-ISDN Loop Provisioning Intervals; HFPL Provisioning Intervals; OSS; Access to remote terminals, remote terminal collocation and broadband services offered on NGDLC technology consistent with commitments filed with the FCC regarding Project Pronto; collocation, including collocation augments; Spectrum Management for DSL-based services; line sharing; Rates for the HFPL; Waiver; Dispute Resolution; and Limitation of Liability. This is simply to provide an indication that it is quite possible for Ameritech Illinois and Covad to enter into a business relationship and/or resolve numerous issues via negotiations.

Q. MR. CLAUSEN STATES THAT EVEN UNDER THE SPECIAL REQUEST PROCESS AMERITECH ILLINOIS WOULD ACT AS THE "GATEKEEPER" OF SERVICES PROVIDED ACROSS PROJECT PRONTO, SINCE THE "ONLY COMMITMENT" AMERITECH ILLINOIS MAKES IS TO PERFORM A PRELIMINARY ANALYSIS

568 **AND PROVIDE A PRICE QUOTE (AT 6, LL. 117-120). DO YOU AGREE WITH THAT**
569 **CHARACTERIZATION?**

570 A. No. The Order on Rehearing would already require Ameritech Illinois to deploy a new feature or
571 functionality requested by a CLEC (assuming commercial availability and technical and
572 economic feasibility). Mr. Clausen appears to criticize Ameritech Illinois simply because it gives
573 CLECs the option of choosing not to proceed with a Special Request after receiving the
574 preliminary analysis and price quote. Ameritech Illinois obviously should not be required to
575 develop a product when the CLEC cancels its request. Thus, the only "gatekeeper" of services is
576 the requesting CLEC.

577
578 Q. **MR. CLAUSEN AND COVAD'S WITNESSES ALSO ADDRESS THE ISSUE OF**
579 **AMERITECH ILLINOIS' RECOVERY OF DEVELOPMENT COSTS IN THE SPECIAL**
580 **REQUEST PROCESS, ESSENTIALLY ASSERTING THAT CLECS SHOULD NOT**
581 **REIMBURSE AMERITECH ILLINOIS FOR THOSE COSTS UP-FRONT OR MAKE**
582 **ANY PURCHASING COMMITMENT TO ENSURE THAT AMERITECH ILLINOIS**
583 **WILL RECOVER SOME OF ITS COSTS. INSTEAD, THEY CONTEND THAT**
584 **"TELRIC-BASED" RATES ARE SUFFICIENT. PLEASE RESPOND.**

585 A. Covad's unwillingness to pay for development costs or, instead, to make any kind of purchasing
586 commitment raises several serious concerns. To begin with, if Ameritech Illinois cannot be
587 guaranteed at least a reasonable opportunity to recover development costs that it incurs solely
588 because of a CLEC's special request, it would reduce SBC's incentive to deploy the Pronto DSL
589 facilities in Illinois. This is because Ameritech Illinois would again face the risk of spending
590 millions of dollars to fulfill a CLEC request and then having the CLEC never place any orders for
591 the product. This is no idle concern; indeed, it is exactly what happened when the FCC (at the
592 CLECs' urging) ordered SBC to oversize its Project Pronto RTs to allow for CLEC DSLAM
593 collocation. No CLECs ever took advantage of that opportunity, leaving Ameritech Illinois
594 holding the bag for millions of dollars in wasted development costs and untold opportunity costs
595 caused by diverting its personnel and resources from other tasks. Such an open-ended

596 requirement to “build it and they might come, or they might not” creates a substantial risk that the
597 company may not be willing to take.

598
599 Covad’s proposal also is fundamentally unfair and anticompetitive, especially in the regulatory
600 world where the bottom-line rule is that the cost-causer pays. What Covad wants to do – use
601 SBC and Ameritech Illinois as its private, cost-free R&D group – is no different than if I were to
602 go to a tailor and order five custom-made suits, then later show up and say I decided I didn’t want
603 any of them, or maybe just one. The tailor would never make the suits without my up-front
604 commitment to buy all of them at some point, or at least pay for time and materials, and
605 Ameritech Illinois merely seeks the same assurance. Thus, up-front payment, or a purchasing
606 commitment where the price would factor in all development costs and the commitment is large
607 enough to ensure some meaningful recovery, are the only hope Ameritech Illinois has of avoiding
608 open-ended financial exposure in a nascent market. I would also note that the FCC’s *Project*
609 *Pronto Order* requires CLECs submitting requests outside the collaborative process to provide
610 “demand forecasts/commitments.”¹²

611
612 In addition, Covad and Staff analogize a product developed through the Special Request Process
613 to an existing UNE. The analogy does not hold. As Covad’s witnesses ^{admit} unbundling obligations
614 normally apply only to an ILEC’s *existing* network. A new product developed through the
615 Special Request Process, however, is by definition not part of the existing network, because it
616 includes something (such as a new kind of line card) that Ameritech Illinois had to deploy just for
617 the CLEC.

¹² Project Pronto Order, App. A at 42

619 Q. COVAD'S WITNESSES COMPLAIN THAT CLECS SHOULD NOT HAVE TO PAY
620 DEVELOPMENT COSTS FOR NEW FEATURES OR FUNCTIONS THAT
621 AMERITECH ILLINOIS WOULD HAVE DEPLOYED EVEN WITHOUT A SPECIAL
622 REQUEST. PLEASE RESPOND.

623 A. As a general matter, I agree that Ameritech Illinois would not charge specific CLECs the
624 development costs for new features or functions that Ameritech Illinois had already decided,
625 either by itself or as a result of national collaboratives pursuant to the FCC's *Project Pronto*
626 *Order*, to deploy. Indeed, that is the very purpose of the national collaboratives, to have a single
627 forum where Ameritech Illinois and the entire CLEC community can reach a consensus about
628 deployment of new features and functions. However, if a CLEC chooses to sidestep the national
629 collaborative process and submit a Special Request before the collaborative has reached a
630 resolution of an issue, and Ameritech Illinois never decides to deploy the requested feature or
631 function generically, then the CLEC, as the cost-causer, would be responsible for the
632 development costs and related costs.

633
634 Q. MR. CLAUSEN AND THE COVAD WITNESSES ALSO ATTEMPT TO DEFINE
635 "ECONOMIC FEASIBILITY," AND THE COVAD WITNESSES ATTEMPT TO
636 DEFINE "TECHNICAL INFEASIBILITY." PLEASE RESPOND.

637 A. It is my understanding that the definition of those terms have nothing to do with the issue on
638 which Ameritech Illinois sought rehearing and on which rehearing was granted, which is what
639 *time frames* should apply to a request to deploy a new feature or functionality under Section 9.5
640 of the Staff-proposed tariff-type language. Section 9.5 already states that Ameritech Illinois can
641 reject such requests based on technical or economic feasibility, and no party, including Staff and
642 the CLECs, sought clarification or further definition of those terms. Although, as I have stated, it
643 seems unnecessary and perhaps unwise to adopt in this context a rigid formulation for economic
644 feasibility, there are some minimum considerations that must be met in any circumstance. I

therefore respond to this testimony only out of caution, not because I believe the definition of those terms is at issue in this rehearing.

As for “technical infeasibility,” Covad witness Carter states (at 14, Q. 18) that “[a] capability should be deemed ‘technically feasible’ if it has been made commercially available by the manufacturer.” That definition directly conflicts with the Order on Rehearing and the language adopted there. Section 9.5 of the tariff language adopted on rehearing states that a CLEC request for a new line card must be for a line card that is both “commercially available” and “technically feasible . . . to provision.” Thus, “technically feasible” and “commercially available” must, as a matter of logic, have different meanings. Claiming that any line card that is “commercially available” is also “technically feasible” renders the concept of technical infeasibility meaningless. Section 9.5 of the language adopted by the Commission does state that “[a]ny line card produced or licensed by the manufacturer of the NGDLC will be presumed to be technically feasible to provision,” but that is just a presumption, one that the rest of Section 9.5 allows Ameritech Illinois to rebut.

As for “economic infeasibility,” both Staff and Covad contend that an offering using a new line card is “economically feasible” if it will be provided at TELRIC-based prices. Although I do not believe there is any basis for defining “economic feasibility” in this rehearing, I would note that interpreting the term as Staff and Covad do renders it entirely meaningless. That interpretation would mean that it is “economically feasible” for Ameritech Illinois to develop and offer a new variant of the end-to-end Broadband UNE so long as there is some *theoretical hope* that it would recover *some* of its development costs at some time in the future. Put another way, Staff and Covad argue that something is “economically feasible” as long as CLECs are required to pay the

669 bare minimum that they ever could have had to pay in any event. That is not the standard by
670 which any rational business would evaluate the economic feasibility of a new investment. Rather,
671 economic feasibility would incorporate, at a minimum, such concepts as the ability to recover
672 development and capital costs incurred to meet the CLEC's request and the impact of fulfilling
673 that request on Ameritech Illinois' ability to continue to use the Pronto DSL architecture in an
674 efficient way and to serve existing and future customers. Dr. Aron also discusses the issue of
675 ~~technical~~ ^{economic} infeasibility.

676
677 **Q. WHAT ARE SOME OF THE ADDITIONAL COSTS AMERITECH ILLINOIS HAS**
678 **CONCERN OVER THAT COULD BE CREATED BY THE CLECS REQUESTS FOR**
679 **NEW FEATURES AND FUNCTIONS OVER THE PROJECT PRONTO NETWORK**
680 **ARCHITECTURE?**

681 **A.** In my opinion there are two distinct costs that could be created by CLEC requests. The first are
682 the developmental costs of making the requested service available. Such costs should include, at a
683 minimum, the personnel costs in terms of time associated with developing the product offering,
684 such as marketing personnel, methods and procedures development, IT system upgrades, any
685 necessary software that would have to be developed and/or enhancements purchased or procured
686 from Ameritech Illinois' vendors.

687
688 Second, in addition to the developmental costs, there are costs associated with making such
689 product offerings available in terms of additional network facilities. As I testified to in the First
690 Rehearing in this Docket, for many of the new feature and functions that may be requested by
691 CLECs, such as higher bandwidth CBR and/or services such as G.SHDSL, there is a limited
692 amount of available bandwidth that can be utilized to support those services without detrimentally
693 impacting the bandwidth set aside by Ameritech Illinois for consumer high speed internet access

(the standard ADSL offering). In the case that the services desired by a CLEC at a given RT location under the Special Request Process are so significant as to cross that threshold of available bandwidth, at which point those service would impact Ameritech Illinois' ability to offer its standard ADSL offering, Ameritech Illinois would be required to augment its facilities (e.g. the breaking the daisy chain scenario discussed in the First Rehearing).

Q. WHAT PROCESS WOULD YOU PROPOSE TO DEAL WITH THE COST RECOVERY CONCERNS OF AMERITECH ILLINOIS?

A. I believe that the cost causer (the CLECs in this case) should be accountable for providing sufficient cost recovery to Ameritech Illinois for any costs incurred in developing and making available any services that are requested by CLECs that would otherwise not be offered by Ameritech Illinois.

Therefore, in the case of the first circumstance above, the developmental costs in making a given service available, CLECs should be required to either provide an up-front payment in full of the actual developmental costs incurred or to make a volume purchase and pricing commitment, or a combination thereof, to ensure cost recovery.

In the case of the second circumstance above, facilities augmentation, it is my opinion that any costs associated with the augmentation of the network to provide the CLEC's desired services should be accounted for by the CLEC. Again, I believe that the fundamental principles of such cost recovery should be CLEC agreement to reimburse Ameritech Illinois in advance of any facilities augmentation (in which case the recurring price for the offering would be adjusted to avoid and double recovery), or make volume and price commitments to account for the added

costs, and to agree to cancellation charges should costs be incurred and the request subsequently cancelled by the CLEC.

Moreover, there is precedent for this approach in the FCC *Project Pronto Order*, where the FCC ruled that SBC would establish a Special Construction Arrangement (SCA) process for the purpose of constructing structures and facility access points on behalf of CLECs. Both of these scenarios can be considered theoretically as leading to additional costs incurred by SBC to make available an offering to the CLEC community – similar to the requests in this case (e.g. additional space as compared to additional bandwidth). In that particular instance, the FCC stated that SBC was allowed to recover all of the actual construction, labor, materials, and other related costs.

Q. COVAD HAS PROPOSED THAT AMERITECH ILLINOIS' FACILITIES MODIFICATION POLICY IS THE APPROPRIATE MEANS TO GOVERN THE DEPLOYMENT OF ADDITIONAL FACILITIES (THE SECOND COST CAUSER THAT YOU MENTION ABOVE). DO YOU AGREE WITH THIS APPROACH AND WHAT WOULD BE THE POTENTIAL RAMIFICATIONS OF THE ADOPTION OF SUCH A POLICY?

A. It is my opinion that the FMOD policy would not provide for adequate cost recovery for additional facilities that would be placed in such an augmentation scenario by Ameritech Illinois. In fact, the risk of inadequate cost recovery that would be created by the adoption of the FMOD policy could affect the continued viability of Ameritech Illinois' planned Project Pronto deployment.

Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY ON SECOND REHEARING?

A. Yes.

AMERITECH-ILLINOIS PROPOSED SPECIAL REQUEST LANGUAGE

1. AVAILABILITY OF FUTURE FEATURES AND FUNCTIONALITIES

- 1.1. As of the filing of the initial version of this Tariff, only ADSL/UBR and ADSL/CBR Quality of Service ("QoS") offerings are available in conjunction with the Broadband UNE.
- 1.2. AMERITECH-ILLINOIS shall continue its collaborative efforts with CLECs to ensure that additional capabilities that are technically and economically feasible are introduced for the benefit of all end-users.
- 1.3. Should the vendor of the DSL-enabled NGDLC deployed in conjunction with Project Pronto develop, for use with the Project Pronto NGDLC equipment, a feature or functionality (such as other versions of xDSL or additional ATM QoS offerings) desired by CLEC, or should CLEC desire a higher grade ATM QoS than is available at the time CLEC seeks such feature, function or ATM QoS, CLEC may submit a request for such feature, function or ATM QoS, which will be governed, except as where otherwise noted, by the Special Request Process outlined below.

2. GENERIC SPECIAL REQUEST

- 2.1. Should CLEC desire a specific service and/or functionality not presently offered in the AMERITECH-ILLINOIS tariff and/or as expressly outlined below, CLEC will follow the Special Request Process outlined herein.
- 2.2. If requested by CLEC, AMERITECH-ILLINOIS will hold a review meeting prior to the actual submission of the Special Request to discuss the specific arrangement with CLEC in an attempt to determine technical feasibility. Such meeting will be held within five (5) business days of CLEC's request.
- 2.3. CLEC will submit in writing to AMERITECH-ILLINOIS the Special Request Process Application, with appropriate operational narrative, drawings, technical references, location(s) for deployment, requested implementation date(s), and a forecasted quantity over a (12)-month period. A \$100 fee will accompany the Special Request application. This Application is available in the CLEC Handbook.
- 2.4. AMERITECH-ILLINOIS will acknowledge receipt of the Special Request Process Application within five (5) business days of the CLEC's request

("Request Date" or "RD"). Such acknowledgement will be sent to CLEC via e-mail, as well as through U.S. Mail.

- 2.5. AMERITECH-ILLINOIS shall provide a preliminary analysis no later than forty-five (45) business days (RD+45) following CLEC submission of the Special Request Process Application. If further development is technically and economically feasible, AMERITECH-ILLINOIS will return to the requesting CLEC AMERITECH ILLINOIS' terms under which it would be willing to deploy the requested service, which terms will include, at a minimum, a price quote; specific terms governing product development, capital and expense cost recovery; and a quantified cap on the anticipated developmental costs, based on the information provided by the CLEC.
- 2.6. AMERITECH-ILLINOIS shall also provide CLEC with a developmental timeline. Further, if AMERITECH-ILLINOIS believes that further development is not technically and/or economically feasible, AMERITECH-ILLINOIS will provide CLEC a written explanation for the basis of this decision.
- 2.7. CLEC will notify AMERITECH-ILLINOIS by written authorization whether to proceed with development within ten (10) business days (RD+55) from receiving the AMERITECH-ILLINOIS analysis and price quote.
- 2.8. If CLEC requests to proceed with development, prospective product delivery dates will be as outlined below, contingent upon whether or not an Approval for Use regarding the new feature/function has been completed and/or is required to be completed in introducing the new feature/function.
- 2.9. CLEC will be responsible for the actual up front developmental, capital and expense costs incurred by AMERITECH-ILLINOIS in response to any request for which the CLEC has requested AMERITECH-ILLINOIS to proceed with development. Such costs will include, but are not be limited to, capital and expense costs to deploy additional facilities, purchase equipment and/or employ labor to support services requested by the CLEC.
- 2.10. Service developmental costs will be based upon the actual costs incurred by AMERITECH-ILLINOIS in deploying and making available the requested service. An estimate of such costs will be provided to CLEC in the initial economic analysis and price quote outlined above. The requesting CLEC may reimburse AMERITECH-ILLINOIS for such costs through an up-front payment; volume purchase, time and price commitments made by CLEC; or some combination thereof.
- 2.11. Should service development costs be less than the estimated cost provided in AMERITECH-ILLINOIS' quote prior to development, AMERITECH-

ILLINOIS will credit CLEC the difference between the actual and estimated costs for development. Developmental costs will only be necessary for the first request submitted by the CLEC for a specific product offering.

- 2.12. Any services requested and/or provided for under the provisions of the tariff governing future features and functionalities will be subject to a determination of whether facilities exist and are capable of providing the desired feature and/or functionality requested by CLEC.
- 2.13. The determination of whether facilities exist will be contingent upon, at a minimum, the extent to which the CLEC's desired volume of the given service, in combination with other services provisioned at a given RT site, will impact AMERITECH-ILLINOIS' ability to provide ADSL service to the full, intended customer base of the RT. Other factors will include, at a minimum, the amount of available capacity in the Optical Concentration Device ("OCD") placed within the central office.
- 2.14. In such instance as sufficient facilities do not exist to support the CLECs requested service offering, either in terms of physical capacity and/or bandwidth, CLEC may request AMERITECH-ILLINOIS to augment its network to provide additional capacity. Such an arrangement will require, at a minimum, that the CLEC reimburse AMERITECH-ILLINOIS any capital and/or expense costs associated with the network augmentation either up front; by volume purchase, time and price commitments; and/or a combination thereof.
- 2.15. Should CLEC cancel the request after informing AMERITECH-ILLINOIS that it wishes to proceed with development, cancellation charges will be applied, not to exceed the costs incurred by AMERITECH-ILLINOIS up to and including the point of cancellation.

3. PRODUCT DELIVERY TIMEFRAME

- 3.1. Should CLEC request a feature and/or function that has already been Approved for Use (Post-AFU) with AMERITECH-ILLINOIS' Project Pronto network architecture, AMERITECH-ILLINOIS will make available to CLEC, subject to economic and technical feasibility, the requested service offering no later than 30 business days of the CLEC's confirmation of its acceptance of AMERITECH-ILLINOIS' terms to move forward with the request (RD+85).
- 3.2. Features and functions made available in this initial 30-business-day time period may require further ongoing enhancements and may be limited to non-mechanized service order flows until necessary system enhancements can be arranged and the service introduced via the change management process.

- 3.3. Should CLEC request a feature and/or function that has not been Approved for Use (Pre-AFU) with AMERITECH-ILLINOIS' Project Pronto network architecture, AMERITECH-ILLINOIS will make the requested service offering available to CLEC, subject to economic and technical feasibility and CLEC's confirmation of its acceptance of AMERITECH-ILLINOIS' terms to move forward with the request, within 30 business days of the Approval for Use (AFU) for the proposed feature/function, as outlined in Section 4.0 below.
- 3.4. An AFU will only be necessary for the first requesting carrier for a specific service. If the same CLEC or different CLEC submits a subsequent request for a specific product offering after completion of the AFU process and initial product development, AMERITECH-ILLINOIS will make available such product offering at the CLEC's specified RT sites (provided such sites are DSL-enabled Project Pronto sites), within 30 business days of such request, as outlined above in the timeline for Post-AFU product offerings.

4. APPROVAL FOR USE

- 4.1. Approval for Use is the process used by AMERITECH-ILLINOIS to validate and approve all new infrastructure and network enhancements (including generic software releases) to be deployed in AMERITECH-ILLINOIS' network. This process generally is triggered by new product offerings that create the need to deploy additional network infrastructure, technology and/or releases.
- 4.2. The Approval for Use process involves five distinct steps: Initial Screen; Architectural and Economic Analysis; Development; First Office Application and Integrated Testing; and Deployment.
- 4.3. In such instance as a CLEC requests a new feature and/or function over AMERITECH-ILLINOIS' Project Pronto network architecture that has not been Approved for Use prior to such request, AMERITECH-ILLINOIS will conduct an Approval for Use evaluation of the new feature and/or function.
- 4.4. In the instance in which a CLEC is requesting a feature and/or function that must be governed by the full AFU process, as determined by AMERITECH-ILLINOIS, the AFU will take no more than 75 business days to complete. In this instance, the requested product will be made available to CLEC within 105 business days of the CLEC's confirmation of its acceptance of AMERITECH-ILLINOIS' terms to move forward with the request (75 business days to achieve the AFU plus the standard 30 business day interval outlined above for post-AFU product offerings).
- 4.5. In the instance in which a CLEC is requesting a feature and/or function that could be introduced using a streamlined AFU process, at the discretion of AMERITECH-ILLINOIS, such as the introduction of generic software release

updates, AMERITECH-ILLINOIS will take no more than 45 business days for the completion of the AFU. In this instance, the requested product will be made available to CLEC within 75 business days of the CLEC's confirmation of its acceptance of AMERITECH-ILLINOIS' terms to move forward with the request (45 business days to achieve the AFU plus the standard 30 business day interval outlined above for post-AFU product offerings).

5. G.LITE SPECIFIC

- 5.1. Upon receipt of a Special Request Process Application from a CLEC as outlined above for a G.Lite product offering, AMERITECH-ILLINOIS will make available a G.Lite product offering to the requesting CLEC, at the locations specified by CLEC (provided such locations are DSL-enabled Project Pronto locations and such product offering is technically and economically feasible), in the timeframes established under the streamlined AFU process outlined above.
- 5.2. As such, AMERITECH-ILLINOIS will make a G.Lite offering available to CLEC within 75 business days of its confirmation of their acceptance of AMERITECH-ILLINOIS' terms to move forward with the CLEC's request for a G.Lite offering, subject to the terms noted below.
- 5.3. Alcatel's G.Lite offering is only available in conjunction with Alcatel Litespan Release 11.0 and the Alcatel quad card. Therefore, AMERITECH-ILLINOIS will not accept any Special Request for a G.Lite functionality or introduce such functionality into the Approval for Use process until the Approval for Use process is complete for the Alcatel Litespan Release 11.0 quad card functionality.
- 5.4. The Alcatel Litespan Release 11.0 quad card currently are being tested in the AFU process. This process is expected to be completed in the First or Second Quarter of 2002. Specific information as to when testing will be complete will be provided to CLECs via the AMERITECH-ILLINOIS Project Pronto industry collaborative held on a quarterly basis. When testing is complete, AMERITECH-ILLINOIS will begin accepting Special Requests for the G.Lite functionality.
- 5.5. As a precondition to development of such offering, CLEC must agree to provide AMERITECH-ILLINOIS with a non-binding one-year forecast of demand for a G.Lite product offering. Further, CLEC must further agree to reimburse AMERITECH-ILLINOIS for all developmental and capital/expense costs incurred in making available the G.Lite product offering. The manner of cost recovery for developmental costs will be as outlined in Section 2.0 above. Any requested and agreed upon G.Lite offering would be subject to existing facilities as outlined in Section 2.0 above.

6. G.SHDSL SPECIFIC

- 6.1. Upon receipt of a Special Request Process Application from a CLEC as outlined above for a G.SHDSL product offering, AMERITECH-ILLINOIS will make available a G.SHDSL product offering to the requesting CLEC, at the locations specified by CLEC (provided such locations are DSL-enabled Project Pronto locations and such product offering is technically and economically feasible), in the timeframes established under the full AFU process outlined above.
- 6.2. AMERITECH-ILLINOIS will make a G.SHDSL offering available to CLEC within 105 business days of its confirmation of its acceptance of AMERITECH-ILLINOIS' terms to move forward with the CLEC's request for a G.SHDSL offering, subject to the terms noted below.
- 6.3. Alcatel's G.SHDSL offering is not available from the vendor at this time. Therefore, AMERITECH-ILLINOIS will not accept any Special Request for a G.SHDSL functionality or introduce such functionality into the Approval for Use process until both the G.SHDSL offering is made available from Alcatel for AMERITECH-ILLINOIS testing and at such time as the G.SHDSL card has completed the OSMINE process with Telcordia Technologies. Specific information in regards to both of these events will be provided to CLECs via the SBC Project Pronto industry collaborative held on a quarterly basis.
- 6.4. Further, similar to G.Lite, Alcatel's G.SHDSL offering will potentially be made available in conjunction with Alcatel Litespan Release 11.0 or higher. Therefore, AMERITECH-ILLINOIS will not accept any Special Request for a G.SHDSL functionality or introduce such functionality into the Approval for Use process until the Approval for Use process is complete for the Alcatel Litespan Release that contains the G.SHDSL functionality.
- 6.5. As a precondition to development of such offering, the CLEC must agree to provide AMERITECH-ILLINOIS with a non-binding one-year forecast of demand for a G.SHDSL offering, including forecasts for the specific central office and remote terminal locations where such product is desired, and the CLEC must further agree to reimburse AMERITECH-ILLINOIS all developmental, capital and expense costs incurred in making available the G.SHDSL product offering available. The manner of such cost recovery will be as outlined in Section 2.0 above.
- 6.6. G.SHDSL will only be made available where facilities exist up to a threshold to be determined by AMERITECH-ILLINOIS specific to the central office and subtending RT sites. RT sites listed in CLEC's request may or may not be capable of supporting G.SHDSL. Facility availability will be determined by the factors outlined in Section 2.0 above.